

FILED 04/28/05

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

WILLIAM SCHAEFFNER,

CV 04-424-ST

Plaintiff,

ORDER

v.

PACIFIC TERMINAL SERVICES, INC.,  
and TROY GOODMAN

Defendants.

KEVIN N. KEANEY

700 N.E. Multnomah Street, Suite 1155  
Portland, OR 97232  
(503) 232-9280

Attorney for Plaintiff

PAULA A. BARRAN

Barran Liebman LLP  
601 S.W. Second Avenue, Suite 2300  
Portland, OR 97204  
(503) 228-0500

WILLIAM T. GRIMM

Davis Grimm Payne & Marra  
701 Fifth Avenue, Suite 4040  
Seattle, WA 98104  
(206) 447-0182

Attorneys for Defendants

**BROWN, Judge.**

Magistrate Judge Janice M. Stewart issued Findings and Recommendation (#23) on January 11, 2005, in which she recommended this Court deny Defendants' Motion for Summary Judgment (#11) as to Plaintiff's First Claim (Breach of Contract) and grant Defendants' Motion as to Plaintiff's Second Claim (Intentional Interference with Contract/Economic Relations). Plaintiff and Defendants filed timely objections to the Findings and Recommendation. The matter is now before this Court pursuant to 28 U.S.C. § 636(b)(1) and Fed. R. Civ. P. 72(b).

When any party objects to any portion of the Magistrate Judge's Findings and Recommendation, the district court must make a *de novo* determination of that portion of the Magistrate Judge's report. 28 U.S.C. § 636(b)(1). *See also United States v. Bernhardt*, 840 F.2d 1441, 1444 (9<sup>th</sup> Cir. 1988); *McDonnell Douglas Corp. v. Commodore Bus. Mach., Inc.*, 656 F.2d 1309, 1313 (9<sup>th</sup> Cir. 1981), *cert. denied*, 455 U.S. 920 (1982). This Court has reviewed the pertinent portions of the record *de novo* and does not find any error in the Magistrate Judge's Findings and Recommendation.

#### **CONCLUSION**

The Court **ADOPTS** Magistrate Judge Stewart's Findings and Recommendation (#23) and, accordingly, **DENIES** Defendants' Motion

for Summary Judgment (#11) as to Plaintiff's First Claim (Breach of Contract) and **GRANTS** Defendants' Motion as to Plaintiff's Second Claim (Intentional Interference with Contract/Economic Relations).

IT IS SO ORDERED.

DATED this <sup>13<sup>th</sup></sup>~~11<sup>th</sup>~~ day of April, 2005.



---

ANNA J. BROWN

United States District Judge